

**KENDALL COUNTY BOARD AGENDA
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
Tuesday, September 6, 2022 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
 - A. Approval of Proclamation declaring September 17-23, 2022 as National Constitution Week
 - B. Judge John McAdams and Judge Carlo Colosimo
 - C. Approval of a Resolution Supporting Operation Green Light for Active Military Service Members in Transition to Civilian Life
6. Public Comment
7. Consent Agenda
 - A. Approval of County Board Minutes from August 2, 2022
 - B. Standing Committee Minutes Approval
 - C. Approval of Claims in an amount not to exceed \$1,001,993.96
 - D. Approval of the Kendall County Jail Food Service Agreement updated
 - E. Approval of Amendment Agreement for Disbursement and Use of Kendall County's American Rescue Plan Act Funds with Creative Mind Events – Crafts & More for the amount of \$4,242
8. Old Business
9. New Business
10. Elected Official & Other Department Reports
11. Standing Committee Reports
 - A. Admin HR
 1. Approval of transfer of IMRF service credit Deputy Little
 2. Approval of an Executive Administrative Assistant Job Description
 - B. Finance
 1. Selection of Temporary County Board Chairman
 2. Approval of an Agreement for Disbursement and Use of Kendall County's American Rescue Plan Act Funds
 - C. Facilities
 1. Approval of an Assistant Facilities Director/Project Manager Job Description
 - D. Animal Control
 1. Approval of a Full Time Kennel Technician Job Description
 - E. Law, Justice & Legislation
 1. Approval of an Ordinance Regulating Solicitors
 2. Approval of an Ordinance Establishing a Judicial Facilities Fee and Amending the Circuit Clerk Fees Schedule in Accordance Therewith
12. Special Committee Reports
13. Other Business
14. Chairman's Report
15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

If special accommodations or arrangements are needed to attend this County meeting,
please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

COUNTY OF KENDALL, ILLINOIS
PROCLAMATION 22- ____

DECLARING SEPTEMBER 17 - 23, 2022 AS
NATIONAL CONSTITUTION WEEK

WHEREAS, September 17, 2022, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE WE, The Kendall County Board, by virtue of the authority vested in me as the Kendall County Board Chairman hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND, ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Kendall County, Illinois to be affixed this day of 6th day of September, the year of our Lord two thousand twenty-two.

Attest:

Scott R. Gryder
County Board Chair

Debbie Gillette
County Clerk and Recorder





COUNTY OF KENDALL, ILLINOIS

Resolution 22 - _____

Supporting Operation Green Light for Active Military Service Members in Transition to Civilian Life (Veteran Status)

WHEREAS, the residents of Kendall County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women that served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Kendall County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, New York States Veteran Population has decreased by 44% over the last 20 years; and

WHEREAS, Veterans continue to serve their community in the American Legion, Veterans of Foreign Wars, church groups, civil service; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20% increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44% to 72% of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the Kendall County appreciates the sacrifices our United State Military Personnel made while defending freedom and believes specific recognition be accorded them in appreciation of their service and to demonstrate the honor and support they have earned; therefore be it

RESOLVED, with designation as a Green Light for Military Service County, Kendall County hereby declares October through Veterans Day, November 11th, 2022, as a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, the Kendall County Board encourages its citizens in patriotic tradition to recognize the importance of honoring all those whom the immeasurable sacrifices helped to preserve freedom by displaying a green light on their porch or in a window of their place of business or residence.

Approved this 6th day of September, 2022.

Scott R. Gryder
County Board Chair

Debbie Gillette
County Clerk & Recorder

**KENDALL COUNTY BOARD
ADJOURNED JUNE MEETING
August 2, 2022**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Rooms 209 & 210, in the City of Yorkville on Tuesday August 2, 2022 at 6:10 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Brian DeBolt, Scott Gengler, Judy Gilmour, Matt Kellogg (6:20), Dan Koukol, and Ruben Rodriguez. Member(s) absent: Elizabeth Flowers and Robyn Vickers.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE AGENDA

Member Koukol moved to approve the agenda. Member DeBolt seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL RECOGNITION

Joe Berenyi Day

Member Koukol moved to approve the proclamation declaring August 6, 2022 as Joe Berenyi Day. Member Rodriguez seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 22-32 is available in the Office of the County Clerk.

Newark High School State FFA Degree Recipients

The following were recognized and presented plaques.

**KJ Friestad
Jauelin Harvey
Ty Steffen
Carter Westphal**

CONSENT AGENDA

Member Cesich moved to approve the consent agenda of **A)** Standing committee minutes; **B)** claims in an amount not to exceed \$ 2,916,644.32; **C)** Approval of Proclamation Recognizing Pretrial, Probation and Parole Officers Week July 18-24, 2022; **D)** Approve Chicago HIDTA NARCINT/Domestic Highway Enforcement Initiative Administrative Assistant Service contract amendment with Kendall County as the Fiduciary Agent effective October 15, 2022 through October 14, 2023, in the annual amount of \$72,471.00; **E)** Approve Chicago HIDTA Security Officer and Facility Manager Service contract with Kendall County as the Fiduciary Agent effective August 5, 2022 through August 4, 2024 at a rate of \$35.00 an hour. Member DeBolt seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. **Motion carried.**

B. COMBINED CLAIMS: ADMN \$16,738.39; ANML CNTRL WRDN \$3,084.16; ASSMT \$131.12; CIR CRT CLK \$6,363.49; CIR CRT JDG \$3,951.43; CMB CRT SRV \$12,123.06; CORONR \$1,206.00; CORR \$7,542.34; CNTY ADMN \$85,241.23; CNTY BRD \$483,433.84; CO CLK & RCDR \$2,683.51; HIGHWY \$1,315,862.87; CNTY TREASR \$5,315.06; ELECTION \$16,795.00; FCLT MGMT \$13,863.29; FARMLND RVW \$114.70; GIS CORD \$42.38; HLTH & HMN SRV \$475,667.85; JURY \$4,207.18; MERIT \$375.00; PBZ SNR PLNNR \$685.46; PBZ \$3,124.78; PRSDNG JDG \$1,991.00; PROB \$4,294.57; SHRF \$9,463.00; ST ATTY \$840.50; TECH DIR \$13,544.56; TRSR \$319.92; UTIL \$36,729.35; VET \$1,441.62; FP \$21,175.10; SHF \$14,875.30; SHF \$43,185.26; CIVIL \$177,000.00; GRANT \$96,100.30; ARPA \$37,131.70

C. A complete copy of IGAM 22-31 is available in the Office of the County Clerk.

NEW BUSINESS

Hazard Mitigation Plan

Member Cesich moved to approve Hazard Mitigation Plan Consulting Agreement between the County and American Environmental Corporation not to exceed \$49,957.30 and paid by IEMA. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 22-34 is available in the Office of the County Clerk.

Terms of County Board Members

Member DeBolt moved to approve an Ordinance Establishing the Method of Determining the Terms of County Board Members to be Elected on November 8, 2022 and Thereafter Until the Next Decennial Reapportionment. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried**

A complete copy of Ordinance 22-20 is available in the Office of the County Clerk.

STANDING COMMITTEE REPORTS

Finance

OHS Band Boosters Inc.

Member Kellogg moved to approve the Amendment Agreement for Disbursement and Use of Kendall County's Rescue Plan Act Funds with OHS Band Boosters Inc. for the amount of \$8,311.75. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

The Conservation Foundation

Member Kellogg moved to approve the Amendment Agreement for Disbursement and Use of Kendall County's Rescue Plan Act Funds with The Conservation Foundation for the amount of \$25,000. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Planning Building & Zoning

Certified Local Government Grant

Member Gengler moved to approve a Certified Local Government Grant for an Historic Structure Survey in Unincorporated Kendall and Bristol Townships; Grant Amount is \$29,750 and County's Match is \$12,750 for a Total Project Cost of \$42,500. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Low Bid

Member Gengler moved to Accept the Lowest Bid from Wiss, Janney, Elstner Associates, Inc. (WJE) to Conduct the Historic Structure Survey in Unincorporated Kendall and Bristol Townships in an Amount Not to Exceed \$42,500 and to Approve a Contract with Wiss, Janney, Elstner Associates, Inc. (WJE) to Conduct the Historic Structure Survey. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Animal Control

Kennel Manager Salary

Member DeBolt moved to approve the increase the salary for the Animal Control Kennel Manager and Animal Control Officer to \$20.00 per hour. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Chairman's Report

Member Cesich moved to approve the appointment(s). Member Rodriguez seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

APPOINTMENT(S)

Don Marrone – Merit Commission – 3 year term – Expires August 2026

ADJOURNMENT

Member Kellogg moved to adjourn the County Board Meeting until the next scheduled meeting. Member Gengler seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 3rd day of August, 2022.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

**COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
Meeting Minutes for Monday, August 1, 2022**

Call to Order – Committee Chair Brian DeBolt called the Facilities Management Committee to order at 4:00p.m

Roll Call

Attendee	Status	Arrived	Left Meeting
DeBolt, Brian	Here		
Gilmour, Judy	Here		
Rodriguez, Ruben	Here		
Kellogg, Matt	Present		
Koukol, Dan	Here		

Others Present – Scott Koeppel, Dan Polvere

Approval of Agenda - Member Koukol made a motion to approve the agenda, second by Member Kellogg. **With five members present voting aye, the motion carried by a vote of 5-0.**

Approval of June 6, 2022 Meeting Minutes – Member Kellogg made a motion to approve the May 2, 2022 meeting minutes, second by Member Gilmour. **With five members present voting aye, the motion carried by a vote of 5-0.**

Public Comment - None

Old Business/Project Updates

A. *Discuss changes to the job descriptions for the Facilities Maintenance Director and Asst. Director* – Director Polvere detailed to the committee changes in the job descriptions of the Facilities and Assistant Facilities Director. Motion to forward Assistant Facilities Director’s job description to the State’s Attorney’s Office for review and submit to the county board for approval by Member Gilmour. Second by Member Rodriguez. **All members present voting aye, Motion Approved.**

B. *2022 Remaining Capital Projects Update:*

- The MZU-5 final balancing – the system is running and will be balanced late August/early September.
- Probation Department build-out at the courthouse – still waiting for doors and hardware.
- Replacement of a roof portion on the old side of the Courthouse – project is looking to begin later this month. The replacement will take a week to complete.
- Pavement repairs/sealcoating in the rear of the Courthouse – Project to begin in the fall.

C. *Update re: Installation of new County logo signs on the County Office Building* – Mr. Polvere informed the committee the signs have been installed on the building façade. Polvere in contact with the landscaper to have the trees trimmed off the building to help with the visibility of the sign. Polvere is waiting for a proposal to have the lettering removed, cleaned and reinstalled.

D. *Update re: Boardroom circuits added to the County Office Building UPS* – Director Polvere informed the committee the circuits have been moved to the UPS system as of last Friday.

E. *Vending Machines Update* – Mr. Polvere stated the courthouse vending machines have been installed. The ones for HHS will be installed mid to late August and then all buildings have updated vending machines.

Chair Report

Chair DeBolt informed the committee the status of the study with Cordigan Clark. A follow-up meeting is scheduled; once all the information is received it will then be brought before the County Board.

New Business/Projects

- A. *Progressive Business Solutions Presentation*** – Arnie Schramel, Managing Partner of Progressive Energy Group presented to the committee the current budgetary gas/electric costs. Mr. Schramel detailed how the solar field is saving the county money on the electric costs. Mr. Schramel explained the upcoming contract renewal costs and benefits to sign and lock in now. Progressive Energy next step recommendations to have legal review done with the supplier contracts and then forward to the County Board for approval. Mr. Koepfel, County Administrator stated the electrical contract was recently through legal review and if the contract is the exact same it can go right to the county board. Motion to forward progressive “next step” recommendation 3. Sign electric contract extension with Constellation Energy for a 72-month term at \$0.05500/kWh beginning in June 2023, 4. Sign natural gas agreement with Constellation energy, for the smaller accounts, with a 100% fixed rate of \$0.6500/therm beginning in September 2022, 5. Sign natural gas agreement with Constellation Energy, for the larger account, with a 100% fixed rate of \$0.6000/therm beginning August 1, 2023 by Member Kellogg. Second by Member Rodriguez. **All members present voting aye, Motion Approved.**
- B. *2023 Departmental Capital Requests to Date*** – Director Polvere updated the committee on the departments that have contacted facilities for possible 2023 projects.
- C. *2023 Facilities Management Capital Requests*** – Director Polvere update the committee on the capital projects possible for facilities 2023.

Staffing/Training/Safety Updates

Items for the August 16, 2022 County Board Meeting - Sign electric contract extension with Constellation Energy for a 72-month term at \$0.05500/kWh beginning in June 2023.

Items for the August 11, 2022 Committee of the Whole Meeting - None

Public Comment – None

Executive Session – None

Other Business – Mr. Koepfel received a call of someone who wants to sell sweet corn on the corner of Rt. 47 and Galena. Mr. Koepfel informed the resident he would asked the committee if they would like to make policy about making this corner a “marketplace”. The committee declined.

Adjournment – Member Koukol made a motion to adjourn the Facilities Committee meeting, Member Rodriguez seconded the motion. **With five members present voting aye, the meeting was adjourned at 5:10 p.m. by a vote of 5-0.**

Respectfully submitted,

Christina Wald
Administrative Assistant and Recording Clerk

**AGREEMENT FOR FOOD SERVICES
AT THE KENDALL COUNTY JAIL**

Now comes Aramark Correctional Services, LLC, a Delaware Limited Liability Company (“Contractor”), the County of Kendall Illinois, a unit of local government of the State of Illinois (“County”), and the Kendall County Sheriff’s Office (“KCSO”). County and Contractor do hereby enter into this Agreement for Contractor to provide food services at the Kendall County Jail, located at 1102 Cornell Ln, Yorkville, IL 60560, (hereinafter referred to as “Facility”) this _____ day of _____, 2022 (“Agreement”). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

RECITALS:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government “may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance”; and

WHEREAS, County seeks to obtain food services at the Facility (“Services”) and, in compliance with proper statutory procedure, County published the Kendall County Sheriff’s Office Invitation to Bid to Provide Food Services for Kendall County Jail, date April 13, 2022, (“ITB”), seeking vendor proposals for these Services, a true and correct copy of which is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, after receiving and reviewing all properly submitted proposals, including the proposal from the Contractor, County determined Contractor was the lowest, responsible bidder proposing services in the best interest of the County; and

WHEREAS, County and Contractor wish to enter into an agreement wherein Contractor will provide the Services at the Facility consistent with the terms of this Agreement and the ITB; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. **RECITALS:** The above recitals are incorporated as if fully restated herein.
2. **ITB:** The ITB from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the ITB and this Agreement, the ITB governs.
3. **STATUTORY COMPLIANCE:** The Contractor hereby agrees to furnish nutritious, wholesome, well cooked and palatable food to inmates in accordance with this Agreement. The food service shall meet all current standards as established by:
 - A. The American Correctional Association,
 - B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
 - C. The laws of the State of Illinois.
4. **TERM:** The initial term of this Agreement shall be from the 11th Day of September 2022, through and including the 30th Day of November 2022. The Agreement will automatically renew for an

additional, three (3), consecutive, one-year terms, unless terminated as permitted by and in accordance with this Agreement. The Agreement shall not continue beyond November 30, 2025.

5. PRICES: Prices shall be set according to the attached “Sliding Scale Pricing”, attached hereto as Exhibit B, and incorporated herein by reference.

6. OPERATIONAL RESPONSIBILITIES:

A. Services: Contractor shall be responsible for the following services pursuant to the terms of this Agreement.

i. Contractor shall provide three (3) meals per day in which this Agreement is in effect, including one cold (breakfast) and two hot meals (lunch and dinner) per prisoner residing in the Project Site. The daily caloric content of the three meals should average at least 1,800 – 2,000 calories.

ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator. Meal delivery shall adhere to recognized breakfast, lunch and dinner schedules, with no more than 14 hours between the evening meal and next morning breakfast.

iii. All menus shall be reviewed and approved by a Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of Health and Human Services.

iv. Contractor shall maintain detailed records of all meals served, including but not limited to ingredients used when preparing each meal served. Contractor shall make such records available to the Jail Administrator upon request.

v. A beverage other than water shall be served with each meal.

vi. Contractor shall provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.

vii. Contractor shall not use food extenders or filler in any of the meals provided under this Agreement.

viii. Contractor must maintain and submit to the Jail Administrator for informational purposes weekly documentation of menus as they are actually served. Menus shall be preplanned and diversified so as to avoid the monotony of a standardized diet.

ix. Therapeutic diets shall be available upon an inmate’s medical authorization signifying that a therapeutic diet is required. Therapeutic diets or specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility. Special diets shall be adhered to when prescribed by jail medical staff.

x. Contractor shall provide shelf stable meals suitable to be transported and consumed off site upon a reasonable request from the Jail Administrator.

- xi. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.
- xii. Special meals for medical, religious, or safety issues are to be included per the ITB and Contractor's bid submitted responsive to the ITB.
- xiii. Contractor's employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.
- xiv. Contractor will provide food and meals as necessary in coordinating a response to a community-wide emergency or natural disaster, if requested by the Kendall County Sheriff's Office ("KCSO") to do so, and at a cost comparable to the rate set forth in this Agreement.
- xv. Upon request by Jail Administrator, but only up to twice every calendar year, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.

B. Food Preparation Standards:

- i. Contractor shall be responsible for all meals and ensure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.
- ii. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.
- iii. Contractor will cause the food to be plated or trayed in an eye-pleasing manner.
- iv. Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.
- v. Contractor shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.
- vi. Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates, including but not limited to employing at least one employee having a food services sanitation manager certification from the Illinois Department of Public Health.
- vii. Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.

viii. Contractor will obey all Federal, State, and local laws, administrative rules and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

i. Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall update that list in a timely manner throughout the term of the Agreement.

ii. All inmate labor will be trained and carefully supervised by Contractor's employees. Contractor's employees must be familiar with security aspects of jail operation and be effective in training and supervising detainees in food services.

iii. Contractor's employees shall hold appropriate licenses and certifications required for this type of food service.

iv. Contractor shall be responsible for any damage by its employees or agents, or damage done by inmate workers due to gross lack of training or supervision by Contractor, its employees or agents.

v. Employees and detainees shall be visually evaluated at the beginning of each shift. Any individual with boils, infected wounds or respiratory infections must be cleared by medical staff before being permitted to work in any food service area.

D. Security:

i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.

ii. Contractor's employees and agents will be responsible for the security and control of their County and/or KCSO issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.

iii. Contractor's employees and agents will follow security procedures established by the KCSO and the County, and will take direction from the KCSO correctional staff in an emergency situation.

E. Grievances:

Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

7. EQUIPMENT AND FACILITIES

A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.

B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.

C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in Appendix B of the ITB.

D. County will provide, install, maintain, repair, and permit the Contractors to use the capital equipment which the County placed within the Facility.

E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.

F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment, or the cost thereof, due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all County owned equipment.

G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractor's employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will conserve utilities whenever possible.

H. The Contractor shall at no time use the Facility for the preparation of any foods or beverages other than those products to be delivered under Agreement.

I. Contractor and the County shall jointly inventory all capital equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

8. TERMS AND CONDITIONS

A. **PROMPT PAYMENT:** Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Illinois Local Government Prompt Payment Act, as amended. (50 ILCS 505/1 *et seq*).

B. The County reserves the right to make changes in the Services (increases and decreases of any kind) and alterations in material and product selections. Contractor, its contractors, and subcontractors and their respective employees and agents shall make no changes in the Services without issuance of a written change order that is first executed by both the County and Contractor. The County will not pay for verbal change orders. Contractor must obtain written change orders or, at minimum, email authorization of additional fixed-price change order work from the County *before* proceeding with any additional work or any variations in specified materials. Contractor also understands and agrees that any change orders of more than \$10,000 or 30 days (more or less) in completion time, must be pre-approved in writing by the County. *See 720 ILCS 5/33E-9.*

C. Contractor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the

Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in this Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees the County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement. Contractor shall exercise general and overall control of its officers and employees.

D. For public safety reasons and to the extent permitted by law, Contractor agrees that no one shall be assigned to perform work at the County's facilities on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Contractor has completed a criminal background investigation for each individual to be performing work at the site. To the extent permitted by law, in the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the County's properties and/or facilities absent prior written consent from the County Kendall County Sheriff. The County, at any time, for any reason and in the County's sole discretion, may require Contractor, Contractor's employees, and Contractor's subcontractors to remove any individual from performing any further work under this Agreement. Should the County have a complaint regarding the performance of the services or the behavior of Contractor's officers, employees, contractors, subcontractors, and/or agents performing services under this Agreement, or should the County request a change in the manner in which services are being performed pursuant to this Agreement, the County shall transmit the same to Contractor's on-site foreman and/or to any other member of Contractor's management, who shall take immediate action and shall promptly resolve the problem to the County's satisfaction. Contractor's failure to take immediate action and/or to resolve the problem to the County's satisfaction shall be considered a material breach of the Agreement.

E. Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Facility, or the grounds belonging to or adjacent to the Facility, any item not specifically authorized by the Facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in the Facility or any persons therein. Contractor further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

F. Contractor shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County, its past, present and future elected officials, department heads, employees, insurers, and agents, as well as the Kendall County Sheriff, and his employees and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for

any breach of any covenant in the Agreement or ancillary documents and any breach by Contractor of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Contractor in its performance under this Agreement or the contract documents. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Contractor's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

9. INSURANCE: Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below:

a. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A:VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days' prior written notice, given by the insurance carrier to the County at the address set forth herein.

b. Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

i. Commercial General Liability ("CGL"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

ii. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

iii. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

iv. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)

c. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or

equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

d. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the Releasees. Any insurance maintained by the Releasees shall be in excess of Contractor's insurance and shall not contribute with it.

e. Contractor hereby grants to the Releasees a waiver of any right to subrogation which any insurer of said Contractor may acquire against Releasees by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Releasees have received a waiver of subrogation endorsement from the insurer.

f. Self-insured retentions must be declared to and approved by the County. The County may require Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

g. If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the Agreement or the beginning of the contracted work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement's effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contracted work.

h. Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

i. Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

j. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

10. **FORCE MAJEURE:** Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional

misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

11. **BREACH**: Upon the occurrence of any material default or breach of Agreement by either party, the injured party (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the County, the injured party may elect, in accordance with law and any other agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph, “reasonable period of time” will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days.
12. **TERMINATION**: Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the County upon written notice delivered to Contractor at least thirty (30) days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement under this paragraph. Contractor may terminate this agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days written notice delivered to the County.
13. **COMPLIANCE WITH APPLICABLE LAW**: Contractor agrees to comply with all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location where the work is to be performed. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
14. **MATERIAL SAFETY**: When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
15. **NON-DISCRIMINATION**: Contractor, its officers, employees, contractors, subcontractors, and agents agree not to commit unlawful discrimination and unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Also, Contractor and Contractor’s subcontractors shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all other fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

16. PRISON RAPE ELIMINATION ACT OF 2003 (PREA): Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.
17. STANDARD OF SERVICES: All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
18. ASSIGNMENT: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
19. CHOICE OF LAW: This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County Illinois, Twenty-Third Judicial Circuit, State of Illinois.
20. NON-APPROPRIATION: In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Contractor. In the event of a default due to non-appropriation of funds, the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Contractor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
21. NOTICE: Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, to the County's Representative, Dwight Baird, Sheriff, 1102 Cornell Lane, Yorkville IL 60560 with copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois, 60560, fax (630) 553-4204.

And, in the case of Contractor, to:

22. BID RIGGING: Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (Bid rigging or Bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Contractor further certifies by signing the Agreement, Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of

or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Also, by signing this Agreement, Contractor affirms that Contractor has not made any admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of Contractor's company been so convicted nor made such an admission.

Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Contractor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Contractor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

23. ATTORNEY'S FEES: In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
24. VENDOR INFORMATION REPORTING REQUIREMENTS: Pursuant to 35 ILCS 200/18-50.2, the County must collect and electronically publish certain data from all vendors and subcontractors doing business with the County. To comply with this statutory obligation, Contractor agrees to provide the County with written answers to the following questions within ten (10) business days after the parties' execution of this Agreement:
1. Is Contractor and/or any of Contractor's subcontractors a minority-owned, women-owned, or veteran-owned business, as defined in the Business Enterprise for Minorities, Women, and Persons, with Disabilities Act? If so, please describe.
 2. If the answer to Question (1) is "yes", does Contractor and/or any of Contractor's subcontractors hold any certifications for those categories or are they self-certifying? If the entity holds any certifications, please describe with sufficient detail each certification received.
 3. If Contractor and/or Contractor's subcontractors self-certify, do they qualify as a small business under the federal Small Business Administration standards?
25. SUBSTANCE ABUSE PREVENTION: Contractor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
26. WAIVER: The County's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
27. COMPLIANCE WITH SUNSHINE LAWS: It is understood and agreed to by the parties that all contracts entered into by a government body, such as the County, are open to public review and may be discussed in open session pursuant to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and/or may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), any other applicable state or federal law, and/or pursuant to subpoena and/or court order.

28. COUNTERPARTS: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
29. HEADERS: Any headers used throughout this Agreement are for reference purposes only and shall not have any effect on the interpretation of this Agreement.
30. SIGNATURES: The County and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement. Furthermore, Contractor hereby affirms that Contractor is legally authorized to transact business in the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date.

CONTRACTOR

Aramark Correctional Services, LLC

Date

COUNTY OF KENDALL, ILLINOIS

Scott Gryder
Kendall County Board Chairman

Date

Debbie Gillette
Kendall County Clerk/Recorder

Date

APPROVED BY: KENDALL COUNTY SHERIFF'S OFFICE

Dwight Baird
Kendall County Sheriff

Date

Kendall County Job Description

TITLE: Executive Administrative Assistant
DEPARTMENT: Administration Department
SUPERVISED BY: Deputy County Administrator
FLSA STATUS: Non-Exempt
APPROVED: 5/15/2018
REVISED: 5/15/2018

I. Position Summary:

Provides assistance in all areas of Administration Department, including but not limited to clerical, secretarial, office management functions, and project-based work that effectively organizes, coordinates, and assists the Administration Department and County Board in implementing functions, procedures, and responsibilities.

II. Essential Duties and Responsibilities:

Administrative Services

- A. Serve as the Administrative Assistant for the Administration Department and Kendall County Board.
- B. Provide administrative assistance to Administration Department with the general affairs of the department and special assigned projects, as assigned by the County Administrator, Deputy County Administrator, and County Board members.
- C. Answer incoming telephone calls for the Administration Department and County Board Office and appropriately respond to public inquiries by mail or phone.
- D. Provide general information to the public.
- E. Complete State-mandated training and serve as a Freedom of Information Act Officer for County Board, the Administration Department, and other departments as assigned.
- F. Type, send and file letters and correspondence on behalf of the Administration Department and County Board.
- G. Update various County informational lists for public and organizational distribution.
- H. Draft updates to certain County website pages including, but not limited to, the homepage, calendar, and pages for the Administration Department, County Board, and Board Committee volunteer opportunities.
- I. Manage all inter-office and outgoing mail functions, as well as maintain the postage machine and meter, and monitor and replenish the postage for County Administrative Office Building.
- J. Manage and record petty cash register, process accounts payable claims and vouchers, track invoice payments and certain contracts for budget purposes and review certain budget line items for the Administration Department and County Board.
- K. Order and manage the Administration Department's and County Board's office supplies and inventory.
- L. Assist with collecting and presenting data, developing reports, completing special projects, as it pertains to certain budget accounts.
- M. Assist in preparation of Excel spreadsheets including creating tables, forms, templates and updating reports and charts.
- N. Assist in the preparation of PowerPoint presentations
- O. Create content for and post to public relations and social media accounts
- P. Organize the Administration Department's department files and process records disposal applications to the Local Records Commission.
- Q. Handle confidential matters daily relating to all functions of the Administration Department, Kendall County Board, and its committees and maintains the confidentiality of said information.

Kendall County Job Description

- R. Complies with all applicable federal and state laws and regulations regarding or relating to assigned job duties including, but not limited to the Illinois Open Meetings Act, the Illinois Freedom of Information Act, and the Illinois Local Records Act.
- S. Complies with all applicable policies and procedures regarding or relating to assigned job duties.
- T. Prepare, maintain, and file notary public applications/renewals for all County employees.
- U. Maintain and file time off requests and bi-weekly time sheets.
- V. Maintain regular attendance and punctuality.
- W. Perform other duties as assigned.

County Board

- X. Attend County Board committee meetings (8-10 monthly), as assigned, both during and after regular business hours, including Mayors Managers meetings, special County Board receptions, ceremonies, and presentations. Coordinate all aspects of County receptions, special recognition, and special meetings.
- Y. Electronically record and run a Board Committee meeting using Board meeting software and audio/visual software
- Z. Prepare minutes for County Board's various committee meetings; store and categorize recordings and minutes. Prepare executive session minutes for bi-annual review for various County Board committees.
- AA. Coordinate administrative tasks for County Board committee meetings, including, but not limited to, typing and posting agendas, compiling and distributing meeting packets, notifying the media, communicating with board members for attendance and agenda topics, and updating county web calendar, as well as placing public notices and announcements with local media.
- BB. Prepare, maintain, and update the list of County Board's appointments to outside boards, commissions, and special districts.
- CC. Type, send, and file letters and correspondence for the County Board, County Board committees, and Board & Commission appointments.

III. Supervisory Responsibilities:

This job has no supervisory responsibilities.

IV. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Language Skills:

- Ability to research, read and interpret documents and simple instructions.
- Ability to prepare documents, reports, minutes, agendas, and correspondence.
- Ability to speak effectively with the public, employees, outside entities, vendors, and the County's elected officials in both a one-on-one and group settings.
- Requires good knowledge of the English language, spelling and grammar.

B. Mathematical Skills:

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Kendall County Job Description

C. Reasoning Ability:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

D. Skills, Knowledge, and Abilities:

- Strong organization and multi-tasking skills.
- Excellent prioritization skills and the ability to meet deadlines.
- The ability to display a positive, cooperative, professional and team orientated attitude.
- The ability to listen, understand information and ideas and work effectively with county personnel and elected officials.
- The ability to independently complete projects and follow guidance.
- Proficient knowledge of. MS Office Suite and remote meeting software.
- Prepare and use audio/visual equipment for presentations.
- Knowledge of office practices, principles of modern record keeping, setup, and maintaining filing systems.
- May require skill in the use of Dictaphones and transcribing equipment.
- Requires skill in operating a personal computer, facsimile machine, copier, and other office equipment.

E. Work Standards and Best Practice Guidelines:

- Adheres to all work and safety polices.
- Attends training and other meetings.
- Organizes workload to respond to all requests efficiently.

E. Education and Experience:

- A minimum of an Associate's Degree from an accredited college or university is required.
- A minimum of at least five (5) years of experience as an Executive Secretary or Administrative Assistant is required.

V. Physical Demands:

While performing the duties of this job, the employee must be able to:

- Frequently sit for long periods of time at desk or in meetings;
- Occasionally walk to other offices in the County Office Building and other County buildings (e.g., Historic Courthouse).
- Occasionally lift and/or move up to 40 pounds;
- Frequently lift and/or move up to 10 pounds;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Talk and hear in person and via use of telephone;
- Specific vision abilities include close and distance vision, as well as depth perception;
- Travel independently to other County office buildings and other locations in Kendall County to perform assigned job duties.

Kendall County Job Description

VI. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

- Mostly inside environmental conditions except when outside traveling between various buildings/location in Kendall County to perform assigned job duties.
- The noise level in the work environment is usually quiet to moderately quiet.
- Employee may be exposed to stressful situations while working with staff, law enforcement, department heads, elected officials, vendors, and the public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.
- Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee

Kendall County Job Description

TITLE: Assistant Director of Facilities Management/Project Manager
DEPARTMENT: Facilities Management
SUPERVISED BY: Facilities Management Director
FLSA STATUS: Exempt
REVISED/APPROVED: September 6, 2022

Position Summary

The Assistant Director of Facilities Management/Project Manager (“Project Manager”) reports to the Facilities Management Director and serves in place of the Facilities Management Director in the Facilities Management Director’s absence. The Project Manager is responsible for assisting the Facilities Management Director with organizing, developing, administering and coordinating Kendall County’s facilities and information technology capital projects and planning through the request for qualifications (RFQ) and invitation to bid (ITB) processes from the initial stage through planning, design, construction/installation. The Project Manager shall be responsible for managing the delivery of services to operate and maintain Kendall County’s property, financial management, facility maintenance, procurement, and supplier management. In this position, the Project Manager shall be responsible for developing and maintaining professional relationships with Kendall County department heads, elected officials, and other key Kendall County representatives to support Kendall County’s capital planning goals and objectives.

Essential Duties and Responsibilities

1. Customarily and regularly performs management duties including, but not limited to, the following:
 - A. Serves as the direct supervisor for all Maintenance I and Maintenance II Technicians and performs supervisory responsibilities including, but not limited to the following:
 - i. Conducts interviews for Maintenance I and Maintenance II Technician positions.
 - ii. Makes recommendations to the Facilities Maintenance Director with regard to discipline, hiring and firing for all Maintenance I and Maintenance II Technicians, which recommendations are given particular weight by the Facilities Maintenance Director.
 - iii. Oversees training of all Maintenance I and Maintenance II Technicians.
 - iv. Assists the Facilities Management Director with conducting regular performance evaluations for Maintenance I and Maintenance II Technicians.
 - v. Plans, assigns, and directs work of Maintenance I and Maintenance II Technicians.
 - vi. Appraises employees’ productivity and efficiency for the purpose of recommending promotions or other changes in status, which recommendations are given particular weight by the final decision-makers.
 - vii. Ensures that Kendall County Facilities Management Department staff adhere to and follow all applicable policies, procedures and union contract requirements.
 - B. Makes recommendations to the Facilities Maintenance Director with regard to policies and procedures applicable to the Facilities Maintenance Department, which recommendations are given particular weight by the Facilities Maintenance Director.
 - C. Carries out all other supervisory responsibilities in accordance with all applicable laws, regulations, polies and procedures.
2. Primary duties include the performance of office or non-manual work directly related to the management or general business operations of Kendall County and the Kendall County Facilities Management Department, which duties include, but are not limited to the following:
 - A. Oversees and performs various project management functions including, but not limited to the following:
 - i. Develops conceptual plans and budgets for facilities and other capital projects to support fiscal decision-making. Coordinates with Department Heads and Committees to facilitate rational planning, budgeting, and scheduling. Develops planning documents for initiation of projects to gain approval of the County Board.
 - ii. Manages and coordinates the activities of a designated project with a specific timeframe and funding amount to ensure that goals or objectives of the project are accomplished within specified timeframe and funding parameters.
 - iii. Prepares, post and solicits Invitation to Bid (ITB) and Request for Qualifications (RFQ) documents. Conducts all necessary meetings and answers questions, reviews bids and recommends award of contract to facilitate the successful completion of the ITB and RFQ processes.
 - iv. Ensures that Kendall County’s Facilities Management Department adheres to Kendall County’s procurement-related procedures and ordinances.
 - v. Works with all applicable Kendall County departments, elected offices, and Kendall County Board committees to create, review and execute facilities-related contracts and other legal documents necessary for projects.
 - vi. Prepares and/or participates in the preparation of abstracts, research reports, funding proposals, operations and procedure manuals and other written material and documentation as required.
 - vii. Performs research, data and financial analysis during the ITB or RFQ process and provides reports and recommendation to specific Kendall County Board committees and Kendall County department heads and elected officials.
 - viii. Monitors and reports on all phases of planning and construction to ensure that implementation and prescribed activities are carried out in accordance with specified objectives.

- ix. Coordinates all parties involved in the planning, design, and construction process by assigning tasks and providing guidance for specific functions.
- x. Develops and maintains each project's budget.
- xi. Prepares, reviews and processes any change orders for Kendall County Board committee and Kendall County Board approval.
- xii. Prepares project reports and controls expenditures in accordance with budget allocations.
- xiii. Receives and reviews pay requests from professional consultants and contractors and processes payments approved in the project budget.
- xiv. Monitors and facilitates resolution of construction contract disputes and claims.
- xv. Coordinates with facility occupants, communicating any construction or repair schedule and organizing contractors and vendor access.
- xvi. Minimizes the County's liability regarding by ensuring compliance with local, state, and federal regulations by enforcing policies, laws, and regulations governing environmental protection, hazardous waste disposal, and the use of chemical substances and materials.
- xvii. Develops, maintains and enforces safety plans for all Kendall County buildings and property.
- xviii. Ensures effective, timely written and oral communication with consultants and internal customers during all phases of design and construction.
- xix. Implements and maintains new and existing standards of practice for Kendall County project management.
- xx. As directed by the Facilities Management Director, serves as Kendall County's point of contact for capital improvement projects.
- xxi. Attends workshops, seminars and training on Project Management and other related topics on Capital Improvement Planning and Budgeting.

Establishes current and long range goals, plans, and policies and procedures within the scope of Capital Project Management.

- B. Oversees and administers preventive maintenance functions in accordance with Kendall County standards, building protocol, manufacturer recommendations, and industry best practices by performing duties including, but not limited to:
 - i. Manages the County's preventive maintenance program, processes, guidelines, and tools for conducting regular and routine maintenance on equipment and assets to keep them in good condition so as to avoid failure and costly unplanned downtime.
 - ii. Oversees cleanliness, organization and inventory of parts, tools and attic stock in mechanical, electrical, IT and storage rooms.
 - iii. Schedules maintenance technicians and vendors to perform preventative maintenance, repairs and replacement of mechanical, electrical and audio/visual equipment including, but not limited to, HVAC, boilers, fans, UPS equipment, motors, pumps, back-up generators, fire pump(s), sump pump(s), ejector pumps, backflow preventers, surveillance, access control and panic systems.
 - iv. Monitors and coordinates the replacement of lamps, light fixtures and signage.
 - v. Assists the Facilities Management Director with budgeting for third party preventative maintenance vendor service agreements.
 - vi. Manages third party vendor agreements and day-to-day activities of onsite vendor staff providing annual preventative maintenance contracted services such as Fire Alarms/Sprinklers/Extinguishers, Janitorial, Landscaping, Snow/Ice Removal, Pest Control, Elevator Inspection/Repairs, etc.
 - vii. Oversees, schedules, and coordinates access for third party vendors providing inspection, preventative maintenance, scheduled and contracted services; including, but not limited to: Fire Alarms/Sprinkler/Extinguishers, Janitorial, Landscaping, Snow/Ice Removal, Pest Control, Elevator Inspection/Repairs and Roofing Inspection/Repairs. Accompanies all vendors when necessary.
 - viii. Coordinates security clearance access for vendors working in secure Kendall County buildings.
 - C. The above-referenced job duties include the exercise of discretion and independent judgment with respect to matters of significance and their recommendations regarding the same are given great weight by the Facilities Management Director.
 - D. When scheduled, serves as being "on-call" to manage off-hour & weekend repair issues along with other operational emergencies.
 - E. Attends County Board meetings, County Board committee meetings, and any other meetings as assigned by the Facilities Management Director.
- 4. Complies with all applicable federal, state and local laws, regulations and ordinances regarding or relating to assigned job duties.
 - 5. Maintains regular attendance and punctuality.
 - 6. Travels to and from meetings, training, conferences, and other County office locations to perform assigned job duties.
 - 7. Serves as the acting Facilities Management Director during the Facilities Management Director's short-term absences and/or as otherwise directed by the Kendall County Facilities Management Director and/or Kendall County Administrator.
 - 8. Performs other duties, as required or assigned.

Qualifications

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

1. Language Skills:
 - A. Ability to research, read, and interpret documents and simple instructions.
 - B. Ability to prepare documents, reports, plans, minutes, agendas, and correspondence.
 - C. Ability to listen, understand information and ideas, and speak effectively with the public, employees, outside entities, vendors, and the County's department heads and elected officials in both a one-on-one and group settings.
 - D. Requires proficiency in the English language, spelling, and grammar.
 - E. Ability to express oneself clearly and concisely both orally and in writing.
 - F. Strong oral and written presentation skills.

2. Mathematical Skills:
 - A. Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
 - B. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
 - C. Knowledge of basic accounting principles and practices and office management procedures.
 - D. Ability to prepare, revise and interest financial and budgeting spreadsheets and documents.

3. Reasoning Ability:
 - A. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
 - B. Ability to deal with problems involving several concrete variables in standardized situations.
 - C. Ability to analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations.
 - D. Ability to quickly evaluate situations and draw reasonable conclusions.
 - E. Ability to read and interpret construction-related plans and specifications.

4. Other Skills, Knowledge and Abilities:
 - A. Strong organization skills and attention to detail.
 - B. Excellent prioritization skills and the ability to meet deadlines.
 - C. Ability to display a positive, cooperative, professional, and team oriented attitude.
 - D. Ability to follow guidance and work independently until project completion.
 - E. Knowledge of office practices, principles of modern record keeping, and setting and maintaining filing systems.
 - F. Ability to maintain flexible work hours, including, but not limited to evenings and weekends, as needed.
 - G. Ability to prepare, revise, work with, and maintain confidential information and trade secrets.
 - H. Proficient knowledge of all of the following:
 - i. Facilities planning and construction management processes, procedures, laws, regulations and ordinances;
 - ii. Applicable zoning, building and life safety codes and regulations;
 - iii. Building systems including, but not limited to HVAC, mechanical and electrical systems;
 - iv. Current costs of new construction, escalation factors, and market trends;
 - v. Operating a personal computer, telephone, facsimile machine, and copiers; and
 - vi. Using the Internet and specialized department software to extract and record data; and
 - vii. MS Word, Excel, Outlook, PowerPoint, Visio & Project and other Project management and accounting software.

5. Education and Experience:
 - A. A minimum of a Bachelor's Degree from an accredited college or university is required, with major course work in Technical or Project Management desired.
 - B. A minimum of five years' prior professional experience in HVAC Preventative Maintenance & Repairs, Construction Management, Project Management, Facilities Management or Procurement is required.

6. Certificates, Licenses, and Registrations:
 - a. Valid and current Illinois Driver's License;
 - b. Ability to pass State of Illinois background screen including fingerprint analysis as this position requires access to secured facilities such as the Kendall County Corrections Center for which such criminal background screening is required.

Physical Demands

While performing the duties of this job, the employee must be able to:

1. Frequently sit for hours at a desk, in meetings, office and/or in a vehicle;
2. Occasionally lift and/or move up to 50 pounds and frequently lift and/or move up to 10 pounds.
3. Stand and walk on uneven ground and at development sites;
4. Use hands to touch, handle, type, write and/or feel;
5. Reach, push and pull with one and/or both hands and arms;
6. Bend over at the waist and reach with one and/or both hands and arms;
7. Climb and balance at various sites;
8. Stoop, kneel, crouch, and/or crawl;
9. Talk and hear in person and via use of telephone;
10. Operate County vehicles and safety equipment;
11. Specific vision abilities include close and distance vision, depth perception, and ability to view computer monitors and screens; and
12. Travel independently to various sites, public hearings and other meetings and other locations both within and outside Kendall County, Illinois.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

1. Both inside and outside environmental conditions, which includes during extreme weather.
2. May be exposed to blood borne pathogens or other infections or contagious diseases.
3. May be exposed to dust, fumes, odors, smoke, gases and chemicals.
4. The noise level in the work environment varies from quiet to noisy.
5. The employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.
6. Employee may be exposed to stressful situations while working with elected officials, law enforcement, first responders, medical professionals, and the general public.
7. Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature _____
Date

Signature of Supervisor _____
Date

cc: personnel file, employee

Kendall County Job Description

TITLE: Kennel Technician (Full-time)
DEPARTMENT: Animal Control
SUPERVISED BY: Animal Control Director
FLSA STATUS: Non-Exempt
APPROVED: In Process

I. Position Summary and Primary Purpose:

Under the supervision of the Director, this position is responsible for maintaining the cleanliness and security of the Animal Control facility and for the care and handling of animals in the custody of the Kendall County Animal Control.

II. Essential Duties and Responsibilities:

The essential duties for this position shall include, but are not limited to the following:

- A. Cleans and maintains animal shelter.
- B. Responsible for keeping kennel cages and runs clean and safe for animals.
- C. Cleans, monitors, stocks, and inventories kennel food supply.
- D. Maintains and inventories vaccine stock.
- E. Performs routine maintenance of animals such as cleaning, feeding and watering.
- F. Safely handles and controls impounded animals including, but not limited to difficult to handle and potentially dangerous animals.
- G. Administers vaccines, medications, and microchips to animals, as directed.
- H. Assists with intake, adoptions and reclaiming of animals.
- I. Answers telephones and performs other customer service related activities such as replying to inquiries and questions concerning animal control adoptions, rabies tag orders, fees, and lost animals/pets.
- J. Performs behavioral assessments including temperament testing of animals.
- K. Reports to the Animal Control Director and/or veterinarian any potential health and/or behavioral problems involving the animals in Kendall County's care.
- L. Performs data entry.
- M. Prepares and maintains records regarding or relating to impounded animals.
- N. Drafts routine correspondence and other Animal Control Department documents
- O. Operate County vehicles and/or safety equipment.
- P. Maintains regular attendance and punctuality.
- Q. Attend special events both during and after regular business hours.
- R. Performs other duties and responsibilities as assigned.

III. Supervisory Responsibilities:

This job has no supervisory responsibilities.

IV. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Language Skills:

- Ability to research, read, and interpret documents.
- Ability to prepare documents, reports, and correspondence.
- Ability to communicate effectively both orally and in writing with the public, employees, elected officials, and representatives of other offices, departments, or agencies.
- Ability to demonstrate a strong knowledge of the English language, spelling, and grammar.

Kendall County Job Description

B. Mathematical Skills:

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to count money and make correct change.

C. Reasoning Ability:

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.

D. Certificates, Licenses, Registrations:

- Current and valid driver's license.
- Any and all certificates and registrations as required for the specific duties performed.

E. Other Skills, Knowledge and Abilities:

- Possess good verbal, written, and telephone skills and the ability to communicate effectively and interact with all levels of customers, employees, and volunteers.
- The ability to follow instructions and meet deadlines.
- The ability to work independently as well as part of a team.
- The ability to attend special events both during and after regular business hours.
- Requires knowledge of Microsoft Office programs.

F. Work Standards and Best Practice Guidelines:

- Display a positive, cooperative, and team oriented attitude.
- Comply with all applicable local, state and federal laws and regulations.
- Comply with all applicable State and County policies and procedures.
- Must be a team player committed to working in a quality environment.
- Maintains best practices for animal handling skills, animal behavior and animal care.
- Can work well under pressure and in stressful situations.
- Maintains confidentiality.

G. Education and Experience:

- High school diploma or GED equivalent is required.
- Prior computer experience is required.
- A minimum of at least one (1) year of prior animal handling experience.
- A minimum of at least one (1) year of prior animal medical experience.
- Thorough knowledge of animal handling skills, animal behavior and animal care.

H. Physical Demands:

While performing the essential duties of this position, the employee must be able to do the following:

- Physical ability to walk and/or stand on your feet throughout a normal workday is required.
- Reach, push and pull with one and/or both hands and arms;
- Stoop, kneel, crouch, and crawl;
- Climb or balance;
- Bend over at the waist and reach with one and/or both hands and arms;
- Use hands to finger, handle or feel;

Kendall County Job Description

- Talk and hear in person and via use of telephone;
- Safely operate County vehicles and safety equipment;
- Specific vision abilities include close and distance vision, depth perception;
- Occasionally lift and move up to 100 pounds, with or without assistance, including live animals.
- frequently lift and move up 50 pounds, including live animals.
- Have the physical capacity and dexterity to handle and control large animals, as needed.

VII. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is regularly exposed to the following work conditions:

- Inside and outside environmental conditions;
- Exposed to potentially volatile situations which can present risk of violence or injury;
- The noise level in the work environment varies from moderate to noisy;
- Must be able to perform all assigned job duties during normal business hours and outside of normal business hours;
- Must have flexibility to work weekends and holidays;
- Will be continuously exposed to animals, animal noises, hair/dander, and smells.
- May be exposed to blood borne pathogens, chemicals, and other hazardous materials.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee

COUNTY OF KENDALL, ILLINOIS
Ordinance 21 - _____

ORDINANCE REGULATING SOLICITORS

WHEREAS, Article VII, Section 7, of the Illinois Constitution provides that counties which are not home rule units shall have only powers granted to them by law (Ill. Const. 1970, Art. VII, Sec. 7); and

WHEREAS, Kendall County, Illinois (the “County”) is not a home rule unit; and

WHEREAS, Section 5/5-1058 of the Counties Code provides a county board with the authority to regulate hawkers, peddlers, itinerant merchants, and transient vendors of merchandise within the unincorporated portions of the County (55 ILCS 5/5-1058); and

WHEREAS, the County currently has an Ordinance regulating hawkers, peddlers, itinerant merchants, and transient vendors of merchandise within the unincorporated portions of the County (County Ordinance 87-2); and

WHEREAS, the Kendall County Board desires to update its Ordinance regulating hawkers, peddlers, itinerant merchants, and transient vendors of merchandise within the unincorporated portions of the County as set forth herein.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE COUNTY BOARD OF KENDALL COUNTY, STATE OF ILLINOIS, as follows:

Section 1. DEFINITIONS.

When used herein, unless otherwise provided, the following words and terms shall have the following meanings:

- A. *Premise*: Every separate living unit contained within any type of building or structure that is used for residential or agricultural purposes and occupied by one or more persons.
- B. *Soliciting*: To engage in any one or more of the following activities without prior consent of the occupant or property owner of a premise:
 - i. Seeking to obtain orders for the purchase of goods, wares, merchandise, foodstuffs, real property or personal property or services of any kind for any consideration whatsoever; or
 - ii. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind, or character; or
 - iii. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers, and every other type or kind of publication.
- C. *Solicitor*: Any hawker, peddler, itinerant merchant, transient vendor of merchandise, and/or any other person who is soliciting. For purposes of this Ordinance, solicitor shall not

include any person who engages in soliciting on behalf of a public body, religious, political, charitable, or educational organization, school district or not-for-profit corporation.

Section 2. REGISTRATION REQUIRED.

It shall be unlawful for any solicitor to engage in any act of soliciting in the unincorporated portions of the County without valid registration issued by the County.

Section 3. SOLICITOR'S REGISTRATION APPLICATION

To register, a solicitor must complete and submit a written application to the Kendall County Clerk on a form provided by the Kendall County Clerk. The written application must include, at a minimum, the following information: (1) the name and address of the applicant, (2) the name and address of the person, firm, company or corporation the applicant represents (hereinafter collectively referred to as "the business"), (3) how long the applicant has represented the business, (4) the nature of the applicant's relationship with the business (e.g., employee or independent contractor), (5) a description of the items that will be solicited, (6) the proposed dates and locations where the soliciting will occur in the County, and (7) a recent photograph of the applicant.

Section 4. SOLICITOR'S REGISTRATION

Once the application is approved, the Kendall County Clerk will provide the solicitor with a copy of the completed application that includes a license. The solicitor's license shall specify the dates, times, and locations where the solicitor can engage in soliciting in the unincorporated areas of the County. The solicitor's registration is valid for up to one year.

Section 5. LIMITATIONS UPON SOLICITING

Soliciting should only occur on the approved dates, times, and locations set forth in the solicitor's registration card. No soliciting within the unincorporated portions of the County shall be permitted except on Monday through Saturday between 9:00 a.m. and 7:00 p.m. No soliciting is permitted at any time on Sunday.

Section 6. RECORD OF SOLICITOR'S REGISTRATIONS

The Kendall County Clerk shall maintain a record of the registered solicitors within Kendall County in accordance with the above and post said record weekly on the Kendall County Clerk's website.

Section 7. EXHIBITION OF REGISTRATION.

Evidence of solicitor's registration shall be carried at all times by the solicitor when soliciting in the unincorporated portions of the County and shall be exhibited by any such solicitor whenever requested by any police officer, County Sherriff or deputy thereof, or any person solicited.

Section 8. NOTICE REGULATING SOLICITING.

- A. Notice of the determination by the occupant or owner of the refusal of invitation to solicitors, to any premise shall be given in the following manner:
1. A card approximately three inches (3”) by four inches (4”) in size shall be exhibited upon or near the main entrance door to the premise, indicating such determination by the occupant or owner, substantially containing the applicable words as follows: “No Soliciting” or “No Solicitors”. The letters shall be at least one-third inch (1/3”) in height.
 2. Such card so exhibited shall constitute sufficient notice to any solicitor of the determination of the occupant or owner of the residence of the information contained thereon.
- B. It shall be the duty of every solicitor upon going onto any premises in unincorporated areas of the County to first examine the notice provided for above, if any is attached, and be governed by the statement contained in said notice. If the notice states “NO SOLICITORS INVITED”, then the solicitor shall immediately and peacefully depart from the premises. Any notice which provides that “NO SOLICITORS INVITED”, “NO SOLICITORS” or “NO SOLICITING” shall be deemed to have substantially contained the applicable words as set forth in Subsection A above.
- C. Any solicitor who has gained entrance to any premises, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant or property owner.

Section 9. REVOCATION OF REGISTRATION.

Any registration may be revoked by the Kendall County Clerk for violation by the holder of any of the provisions of this Ordinance.

Section 10. APPLICABILITY

The requirements of this Ordinance related to the application for and receipt of a solicitor’s registration shall not apply to any representative of a public body, religious, political, charitable, or educational organization, school district, or not-for-profit corporation.

Section 11. PENALTY.

Any person, found guilty of violating any provision of this Ordinance shall be fined not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) for each offense.

- A. An offense shall be deemed to have occurred on each day during which a solicitor operates within the unincorporated limits of the County without having an active registration on file with the County Clerk.
- B. An offense shall be deemed to have occurred for each incident where a solicitor violates any provision of Section 8.

C. The Kendall County State’s Attorney has authority to prosecute all violations of this Ordinance.

Section 12. SEVERABILITY

If any provision or provisions of this Ordinance is declared to be invalid, unenforceable or unconstitutional by a court having competent jurisdiction, then such provision or provisions shall be severed from this Ordinance with the remainder thereof to remain in force to the fullest extent allowed by law.

Section 13. REPEAL AND REPLACE

Upon the effective date as set forth herein, this Ordinance shall repeal and replace all provisions of Kendall County Ordinance 87-2, ORDINANCE REGULATING HAWKERS, PEDDLERS, ITINERANT MERCHANTS AND TRANSIENT VENDORS.

Section 14. EFFECTIVE DATE

This Ordinance shall be in full force and effect on and after its passage by the Kendall County Board.

Adopted by the Kendall County Board on this ____ day of _____, 2021.

Approved:

Attest:

Scott R. Gryder
Board Chairman

Debbie Gillette
County Clerk & Recorder



**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 6th day of September, 2022 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Kendall County 211, Inc., a non-profit 501(c)3 organization in good standing (“Grantee”), TIN 61-2027674 for purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds for behavioral health care; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds to assist households and individuals seeking food assistance, emergency housing needs, and assistance accessing public benefits; and

WHEREAS, Grantee intends to provide Kendall County residents with a hotline service (the "211 service") that will connect callers with community services available to residents, such as behavioral health care, food and housing assistance, and other public services; and

WHEREAS, Grantee intends to contract with PATH, an Illinois-based crisis center that will actually answer the calls made to the 211 service; and

WHEREAS, the County finds that Kendall County households that experienced unemployment, experienced food or housing insecurity, or are low or moderate income experienced negative economic impacts resulting from the pandemic and that such households would benefit from the 211 service; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for the purpose of operating the 211 service will respond to the pandemic's public health impacts and negative economic impacts by providing Kendall County residents with greater access to behavioral health care, food and housing assistance, and other public services; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of facilitating Kendall County residents' access to behavioral health care, food and housing assistance, and other public services by the operation of a 211 service.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

2. County’s Obligations

In consideration for Grantee’s execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of One Hundred Thirty-Six Thousand Dollars and Zero Cents (\$136,000.00) to be used by Grantee for operating a 211 service as described in Section 3(a) below. Said amounts actually disbursed to Grantee shall hereinafter be referred to as “Grant funds.”
- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in the County’s Fiscal Years 2022 (December 1, 2021 – November 30, 2022), 2023 (December 1, 2022 – November 30, 2023), 2024 (December 1, 2023 - November 30, 2024), and 2025 (December 1, 2024 – November 30, 2025). \$47,500.00 shall be disbursed by the County to Grantee in one lump sum during FY 2022. \$40,000.00 shall be disbursed in one lump sum during FY 2023. \$28,500.00 shall be disbursed in one lump sum during FY 2024. \$20,000.00 shall be disbursed in one lump sum during FY 2025.

3. Grantee’s Obligations

- a. Grantee understands and agrees it shall use the Grant funds only for the limited purpose of operating the 211 service and only as follows:

Funds to be disbursed in FY 2022:

Amount	Purpose
\$3,500.00	Contract service fees to set up database
\$4,000.00	Marketing consultant and coordinator
\$6,000.00	Posters and cards
\$4,000.00	Printed material
\$7,500.00	AT & T and Frontier set-up switch/IT set-up
\$4,500.00	Governance
\$18,000.00	PATH call center
\$47,500.00	Total for FY 2022

Funds to be disbursed in FY 2023:

Amount	Purpose
\$2,500.00	Contract service fees maintain database
\$3,000.00	Marketing consultant and coordinator
\$6,000.00	Posters and cards
\$6,000.00	Printed material
\$2,000.00	AT & T and Frontier set-up switch/IT set-up
\$500.00	Governance
\$20,000.00	PATH call center
\$40,000.00	Total for FY 2023

Funds to be disbursed in FY 2024:

Amount	Purpose
\$1,000.00	Contract service fees maintain database
\$3,000.00	Posters and cards
\$4,000.00	Printed material
\$500.00	Governance
\$20,000.00	PATH call center
\$28,500.00	Total for FY 2024

Funds to be disbursed in FY 2025:

Amount	Purpose
\$20,000.00	PATH call center
\$20,000.00	Total for FY 2025

- b. Grantee must spend all Grant funds disbursed in FY 2022 no later than June 30, 2023. If Grantee does not spend all of the FY 2022 Grant funds by June 30, 2023, any unspent Grant funds must be returned to the County no later than July 31, 2023, and the County shall have no obligation to disburse the FY 2023 Grant funds. If all FY 2022 Grant funds have been spent by June 30, 2023, and after Grantee has

provided documentation of said spending to the County, the County will disburse the FY 2023 Grant funds. Grantee must spend all Grant funds disbursed in FY 2023 no later than December 31, 2023. If Grantee does not spend all of the FY 2023 Grant funds by December 31, 2023, any unspent Grant funds must be returned to the County no later than January 31, 2024 and the County shall have no obligation to disburse the FY 2024 Grant funds. If all FY 2023 Grant funds have been spent by December 31, 2023, and after Grantee has provided documentation of said spending to the County, the County will disburse the FY 2024 Grant funds. Grantee must spend all Grant funds disbursed in FY 2024 no later than December 31, 2024. If Grantee does not spend all of the FY 2024 Grant funds by December 31, 2024, any unspent Grant funds must be returned to the County no later than January 31, 2025 and the County shall have no obligation to disburse the FY 2025 Grant funds. If all FY 2024 Grant funds have been spent by December 31, 2024, and after Grantee has provided documentation of said spending to the County, the County will disburse the FY 2025 Grant funds. Further, in order to receive the FY 2025 Grant funds, Grantee must also provide the County with documentation demonstrating that Grantee entered in a contract with PATH for 2025 call center services and that said contract was entered into prior to December 31, 2024. No Grants funds may be expended after December 31, 2024 for any expenses not obligated by said contract. Grantee must spend all Grant funds disbursed in FY 2025 no later than December 31, 2025. If Grantee does not spend all of the FY 2025 Grant funds by December 31, 2025, any unspent Grant funds must be returned to the County no later than January 31, 2026.

- c. If Grantee uses the Grant funds for any purpose other than as set forth in Section 3(a) above (hereinafter referred to as an “Improper Purpose”), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County, and the County shall not be obligated for any further disbursements.
- d. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper

Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County, and the County shall not be obligated for any further disbursements.

- e. By signing this Agreement, Grantee affirms its status as a nonprofit in good standing. In the event Grantee loses its good standing or tax-exempt status, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all Grant funds disbursed to Grantee and shall not be obligated for any further disbursements.
- f. Grantee agrees it will continue to provide the 211 service to the residents of Kendall County for the duration of this Agreement. If the Grantee ceases to provide the 211 service prior to December 31, 2025, it shall immediately notify the County, and the County, in its sole discretion, may demand immediate repayment of all Grant funds disbursed to Grantee and shall not be obligated for any further disbursements.
- g. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive, reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- h. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.
- i. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- j. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
 - i. Ninety (90) calendar days after first receiving Grant funds, Grantee shall file a written report with the County that includes the following information:

- (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days and include the above information for each 90-day period.
- ii. No later than January 31, 2026, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.
- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- k. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities

incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.

1. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
 - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
 - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
 - iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
 - v. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- m. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or

responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.

- n. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- o. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.*, as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

4. Assignment

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and

their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

6. Remedies

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.
- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office,

official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.

- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

7. Indemnity

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

8. Notice

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

If to the County: Kendall County Administrator
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

If to Grantee:

Larry Nelson, Treasurer
16524 Frazier Road
Plano, Illinois 60545

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit

Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. Execution of Agreement

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

11. Entire Agreement

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

13. Conflict of Interest

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

14. Waiver

The County and/or Grantee’s waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

15. Termination

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County and filed its final report. However, Grantee’s record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

16. Authority

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

KENDALL COUNTY, ILLINOIS

INSERT NAME OF GRANTEE

Temporary Kendall County Board Chairman

Larry Nelson
Treasurer

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____

Date: _____

Date: _____

**ORDINANCE ESTABLISHING A JUDICIAL FACILITES FEE AND
AMENDING THE CIRCUIT CLERK FEES SCHEDULE IN
ACCORDANCE THEREWITH**

WHEREAS, Kendall County Ordinance 2021-12 (“Fees Ordinance”) established the Civil, Criminal, and Traffic Assessments to be charged by the Clerk of the Circuit Court in accordance with the Illinois Criminal and Traffic Assessment Act and the Clerks of the Courts Act, as amended; and

WHEREAS, Kendall County (population 131,869) was the fastest growing county in the United States from 2000 to 2010, and the fastest growing county in Illinois from 2010 to 2020, having grown its population by 141% since 2000; and

WHEREAS, the current courthouse cannot accommodate the need for additional courtrooms, and the courthouse second floor was not built with plumbing accommodations and security features required of a modern facility. To design and build-out the second floor of the current courthouse, the County of Kendall needs to generate additional revenue from various sources; and

WHEREAS, the Kendall County Board, believes that the users of the court facilities should directly contribute to construction of new judicial facilities; and

WHEREAS, Public Act 102-1021 amended 55 ILCS 5/5-1101.3 to include the County of Kendall; and

WHEREAS, the County of Kendall is authorized pursuant to 55 ILCS 5/5-1101.3 of the Illinois Compiled Statutes to impose a Judicial Fee to be used for the costs associated the building of new judicial facilities; and

NOW THEREFORE BE IT ORDAINED by the Kendall County Board that the Kendall County Board confirms the establishment of a Thirty Dollar (\$30) fee to finance new judicial facilities to be paid as follows: 1) in civil cases, the fee shall be paid by each party at the time of filing the first pleading paper or other appearance; provided that no additional fee shall be required if more than one party is represented in a single pleading, paper, or other appearance; (2) In felony, misdemeanor, local or county ordinance, traffic, and conservation cases, the fee shall be assessed against the defendant upon the entry of a judgment of conviction, an order of supervision, or a sentence of probation without entry of judgment pursuant to Section 10 of the Cannabis Control Act, Section 410 of the Illinois Controlled Substances Act, Section 70 of the Methamphetamine Control and Community Protection Act, Section 12-4.3 or subdivision (b)(1) of Section 12-3.05 of the Criminal Code of 1961 or the Criminal Code of 2012, Section 10-102 of the Illinois Alcoholism and Other Drug Dependency Act, or Section 10 of the Steroid Control Act; (3) In local or county ordinance, traffic, and conservation cases, if fines

are paid in full without a court appearance, then the fee shall not be imposed or collected.

BE IT FURTHER ORDAINED that said funds shall be collected by the Kendall County Circuit Clerk and deposited into the Judicial Facilities Construction Fund.

BE IT FURTHER ORDAINED, The proceeds of all fees enacted under this Section must be deposited into the county's Judicial Department Facilities Construction Fund and used for the sole purpose of funding in whole or in part the costs associated with building new judicial facilities within the county, which shall be designed and constructed by the county board with the concurrence of the Chief Judge of the applicable judicial circuit or the presiding judge of the county in a multi-county judicial circuit.

BE IT FURTHER ORDAINED, in compliance therewith, the Civil Fees portion of the Fees Ordinance is amended as follows:

Civil Fees.

Fees in civil matters shall be assessed and distributed as set forth herein, in compliance with Section 27.1b of the Clerks of Courts Act, 705 ILCS 105/27.1b.

A. The fees for filing a complaint, petition or other pleading initiating a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

SCHEDULE 1: **\$336.00** to be divided as follows:

- a. \$75.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - Court Automation Fund - \$20.00
 - Court Document Storage Fund - \$20.00
 - Circuit Court Clerk Operation and Administrative Fund - \$5.00
 - Judicial Facilities Fee- \$30.00
- b. \$11.00 to be remitted to the State Treasurer and deposited as follows:
 - Access to Justice Fund - \$2.00
 - Supreme Court Special Purposes Fund - \$9.00
- c. \$250.00 to be remitted to the County Treasurer and deposited as follows:
 - Circuit Clerk Fees - \$250.00

SCHEDULE 2: **\$286.00** to be divided as follows:

- a. \$75.00 to be retained by the Clerk of the Circuit Court and deposited as follows:
 - Court Automation Fund - \$20.00
 - Court Document Storage Fund - \$20.00

Circuit Court Clerk Operation and Administrative Fund - \$5.00
Judicial Facilities Fee- \$30.00

b. \$11.00 to be remitted to the State Treasurer and distributed as follows:

Access to Justice Fund - \$2.00

Supreme Court Special Purposes Fund - \$9.00

c. \$200.00 to be remitted to the County Treasurer and deposited as follows:

Circuit Clerk Fees - \$200.00

SCHEDULE 3: \$119.00 to be divided as follows:

a. \$52.00 to be retained by the Clerk of the Circuit Court and deposited as follows:

Court Automation Fund - \$10.00

Court Document Storage Fund - \$10.00

Circuit Court Clerk Operation and Administrative Fund - \$2.00

Judicial Facilities Fee- \$30.00

b. \$11.00 to be remitted to the State Treasurer and distributed as follows:

Access to Justice Fund - \$2.00

Supreme Court Special Purposes Fund - \$9.00

c. \$56.00 to be remitted to the County Treasurer and deposited as follows:

Circuit Clerk Fees - \$56.00

SCHEDULE 4: \$0.00

B. The fees for filing an appearance in a civil action shall be as set forth in the schedules below in accordance with case categories established by the Illinois Supreme Court:

SCHEDULE 1: \$211.00 to be divided as follows:

a. \$75.00 to be retained by the Clerk of the Circuit Court and distributed as follows:

Court Automation Fund - \$20.00

Court Document Storage Fund - \$20.00

Circuit Court Clerk Operation and Administrative Fund - \$5.00

Judicial Facilities Fee- \$30.00

b. \$11.00 to be remitted to the State Treasurer and distributed as follows:

Access to Justice Fund - \$2.00

Supreme Court Special Purposes Fund - \$9.00

c. \$125.00 to be remitted to the County Treasurer and deposited as follows:

Circuit Clerk Fees - \$125.00

SCHEDULE 2: \$139.00 to be divided as follows:

- a. \$40.00 to be retained by the Clerk of the Circuit Court and distributed as follows:
 - Court Automation Fund - \$4.00
 - Court Document Storage Fund - \$4.00
 - Circuit Court Clerk Operation and Administrative Fund - \$2.00
 - Judicial Facilities Fee- \$30.00
- b. \$9.00 to be remitted to the State Treasurer and distributed as follows:
 - Supreme Court Special Purposes Fund - \$9.00
- c. \$90.00 to be remitted to the County Treasurer for purposes related to the operation of the court system.

SCHEDULE 3 & 4: \$0

C. Except as otherwise specifically provided, the following miscellaneous fees are to be deposited in the County General Fund to be used for purposes related to the operation of the court system in the County:

- 1. Law Library Fee: (Deposited in the Law Library Fund) \$20.00
- 2. Alias summons or citation: \$5.00
- 3. Jury services: \$212.50
- 4. Change of venue: \$40.00
- 5. Petition to vacate or modify:
 - If filed within 30 days: \$50.00
 - If filed after 30 days: \$75.00
- 6. Notice sent to Secretary of State: \$40.00
- 7. Appeals preparation:
 - If record is 100 pages or less: \$50.00
 - If record is between 100 and 200 pages: \$100.00
 - If record is 200 pages or more: \$00.25/addtl pg
- 8. Garnishment, wage deduction, and citation proceedings:
 - Amount in controversy \$1,000 or less: \$15.00
 - Amount in controversy \$1,000.01 - \$5,000: \$30.00
 - Amount in controversy greater than \$5,000: \$50.00
- 9. Mailing: \$10.00 + postage
- 10. Certified copy of a judgment, following the first copy: \$10.00
- 11. Certification, authentication, and reproduction: \$6.00
- 12. Reproduction of any document contained in the Clerk's files:
 - \$2.00 for the first page
 - \$0.50 per page for the next 19 pages
 - \$0.25 per page for all additional pages

- | | |
|---|--|
| 13. Record search: | \$6.00/year searched |
| 14. Hard copy print output: | \$6.00 |
| 15. Performing a marriage in court: | \$10.00 |
| 16. Filing each deed of voluntary assignment: | \$20.00 |
| 17. Recording a deed of voluntary assignment: | \$0.50/100 words |
| 18. Expungement petition: | \$60.00 |
| | Plus \$4.00 per certified copy of an order to expunge arrest records |
| 19. Collections: | |
| | All collections (except State and County and maintenance and child support cases): 2.5% of the amount collected and turned over. |
| | In child support and maintenance cases: \$36 annually to be deposited in the Child Support Maintenance Fund |
| | Certifications to Secretary of State pursuant to Section 7-703 of the Family Financial Responsibility Law: \$5.00 |
| | In proceedings to foreclose a delinquent real estate tax lien the State's Attorney may receive a fee of 10% of the total amount realized from the sale of real estate sold in the proceedings |
| 20. Counterclaim or third-party complaint: | When any defendant files a counterclaim or third-party complaint, as part of the defendant's answer or otherwise, the defendant shall pay a filing fee for each counterclaim or third-party complaint in an amount equal to the filing fee the defendant would have had to pay had the defendant brought a separate action for the relief sought in the counterclaim or third-party complaint, less the amount of the appearance fee, if any, that the defendant has already paid in the action in which the counterclaim or third-party complaint is filed. |
| 21. Probate filings: | For each account (other than one final account) filed in the estate of a decedent or ward: \$25.00 |
| | Filing a claim: |
| | Amount claimed < \$150 and > \$500: \$25.00 |
| | Amount claimed < \$500 and > \$10,000: \$40.00 |
| | Amount claimed < \$10,000: \$60.00 |
| 22. Equitable Relief: | For filing a claim, petition, or supplemental proceeding based upon an action seeking equitable relief: \$60.00 |
| | For a jury demand: \$137.50 |
| 23. Certified Copies: | For each certified copy of letters of office, of court orders or other certifications: \$2.00 per page |
| 24. Exemplification: | \$2.00 + certification fee |
| 25. Case Correction: | \$25.00 |

26. Unpaid Fees: Unless a court ordered payment schedule is implemented or the fee requirements of this Section are waived by court order, the Clerk is may add to any unpaid fees and costs a delinquency amount equal to 15% of the unpaid fees that remain unpaid after 90 days.

Delinquency amounts collected pursuant to this provision shall be deposited into the Circuit Court Clerk Operation and Administrative Fund to defray additional administrative costs incurred by the Clerk in collecting unpaid fees and costs.

This ordinance shall be effective 1st day of November, 2022. APPROVED and ADOPTED by a majority vote of the County Board of Kendall County, Illinois this 6th day of September 2022.

County Board Chairman Signature:

Attest:

Scott R. Gryder, Chairman
County Board

Debbie Gillette
County Clerk and Recorder

Ayes _____ Nays _____
Absent _____